



**STATE OF TENNESSEE
DEPARTMENT OF FINANCE AND ADMINISTRATION
REQUEST FOR PROPOSALS
FOR
TENNESSEE NETWORK
CONSULTING SERVICES
RFP NUMBER: 317.03-129**

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1 INTRODUCTION

1.1 Statement of Purpose

The State of Tennessee, Department of Finance and Administration, hereinafter referred to as the State, has issued this Request for Proposals (RFP) to define the State's minimum service requirements; solicit proposals; detail proposal requirements; and, outline the State's process for evaluating proposals and selecting the contractor.

Through this RFP, the State seeks to buy the best services at the most favorable, competitive prices and to give ALL qualified businesses, including those that are owned by minorities, women, persons with a disability, and small business enterprises, opportunity to do business with the state as contractors and sub-contractors.

1.1.1 General Description of Services

The State intends to secure a contract for consulting services to aid the State in the development of requirements for an enhanced Wide Area Network (WAN). This procurement is not for system development services. There will be a subsequent procurement for system development services. The State seeks a vendor with extensive network knowledge and consulting experience and skills.

The current procurement is the first phase of a two-phase effort known collectively as the Tennessee Wide Area Network (WAN) Enhancement Project. The phases are described as follows:

1.1.2 WAN Enhancement Project Phases

Phase I – Provide consulting, make recommendations, and develop Request for Proposals (RFP) requirements to procure a new Tennessee Information Infrastructure (TNII) network, and to secure a vendor to manage and operate the network. The RFP that results from Phase I is known as the WAN Enhancement RFP. As the vendor's consultant develops the RFP he or she will review and analyze the State's, Tennessee Board of Regents (TBR), K12, and University of Tennessee's current data network architecture. In the present procurement, the Proposer will respond only to Phase I.

The State is seeking 3 job classifications (Project Director/Manager, Senior Business Analyst and Systems Analyst). The Project Director/Manager will be the primary position, however the State reserves the right to add additional staff as needed. The consulting services will be provided on an hourly, as-used basis. During the period of time from project inception through the publication of the WAN Enhancement RFP, the State anticipates that the Project Director/Manager will be required to work at least 37.5 hours per week. After the RFP is published, these hours will likely drop significantly, and remain at this lower level through the end of Phase I. Notwithstanding the foregoing, the State is not obligated to require full-time services at any point in the project, and throughout the term of the Contract the State will determine the level of staff assignment needed to support the project.

Phase II – Execute the RFP produced in Phase I to develop a backbone, convert to the new system and manage and maintain the enhanced WAN. Phase II is not included in the current procurement.

1.1.3 Project Background

The existing Tennessee Information Infrastructure (TNII) contract expires in April 2007. The present K-12 contract with Education Networks of America (ENA) to provide service to Tennessee's schools expires June 30, 2007. Higher Education's recent Cyber infrastructure Commission report finds a need for an innovative state-of-the-art infrastructure on which to build research and collaboration between institutions. Vehicles on which to build economic development through the extension of modern network and data services need improvement statewide. Government and education require a reliable, secure, backbone network to function and provide service to the citizens of the State of Tennessee. While TNII has met the defined needs over the past few years, the TNII replacement project is intended to take the network to higher levels of customer expectations for the future.

The growth in the use of advanced telecommunications capabilities has been significant, and its demand will continue to increase.

- We not only see a growth in the number of network users but also a growth in the use of video conferencing, both at the room level and the desktop and VoIP.
- More and more state government agencies and their employees are constructing web pages and gaining access to the Internet.
- Geographic Information Systems (GIS) are springing up at state and local levels, and use of telecommunications to share access to the vast databases and graphical files which will provide the means to provide effective and efficient applications.
- Higher education requires advanced optical network services for very high speed research activities and for delivering more courses via networks not just to their existing rooms or even proposed new sites, but also to community-owned and private industry sites.
- Adult education initiatives will use advanced statewide networking to deliver instruction to a broad audience of Tennesseans.
- Health care agencies and organizations are eager to explore the sharing of information and delivery of specialty health care services to the home as well as to remote rural clinics and hospitals.
- Movement to Enterprise Resource Planning (ERP) will place increased demand for reliability and security.
- Security to protect information (Health Insurance Portability and Accounting Act [HIPAA], Patriot Act, etc.), networks (intrusion detection, etc.), and school children (content management, etc.) must be responsive in real time.
- Network presence at the community level is a catalyst for economic and educational development.

1.1.4 Prohibited Unfair Advantage

The vendor that receives the award for the consulting services described herein will, in the performance of the contract, serve as an advisor to the State in developing the procurement document concerning the State's TNII replacement system. As a result, the vendor that receives the award would acquire information concerning the State's TNII replacement procurement that would give that vendor an unfair advantage over any other vendor submitting a Proposal for the TNII replacement solution itself. Therefore the vendor that receives the award for consulting services may not submit a proposal, nor may it consult with or advise any potential vendor, on any State RFP issued to develop and/or procure the TNII replacement solution (see also RFP Section 4.3.9.4).

1.1.5 Reference Checks

As a part of its evaluation, the State will evaluate reference check questionnaires that have been filled out by the Proposer's customers. The Proposer is solely responsible for obtaining and submitting these reference check questionnaires as a part of its Technical Proposal. Since this process can be labor and time intensive, and since the State will not accept late reference check questionnaires, the Proposer is encouraged to begin the process of collecting these completed questionnaires as soon as possible after receiving the RFP. See RFP Attachment 6.3, Section B.14 for instructions and requirements pertaining to the reference check questionnaires.

1.2 Scope of Service, Contract Period, and Required Terms and Conditions

The RFP Attachment 6.1, Pro Forma Contract details the State's required:

- Scope of Services and Deliverables in Section A;
- Contract Period in Section B;
- Payment Terms in Section C;
- Standard Terms and Conditions in Section D; and,
- Special Terms and Conditions in Section E.

The pro forma contract substantially represents the contract document that the Proposer selected by the State MUST agree to and sign.

1.3 Nondiscrimination

No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the State's contracted programs or activities on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the State or in the employment practices of the State's contractors. Accordingly, all vendors entering into contracts with the State shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

The State has designated the following to coordinate compliance with the nondiscrimination requirements of the State of Tennessee, Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and applicable federal regulations.

Buddy Lea, Director of Resource Development and Support
 12th Floor, Wm. R. Snodgrass Building
 312 8th Avenue North, Nashville, Tennessee 37243
 (615) 741-6049

1.4 Assistance to Proposers With a Disability

A Proposer with a disability may receive accommodation regarding the means of communicating this RFP and participating in this RFP process. A Proposer with a disability should contact the RFP Coordinator to request reasonable accommodation no later than the Disability Accommodation Request Deadline detailed in the RFP Section 2, Schedule of Events.

1.5 RFP Communications

1.5.1 Unauthorized contact regarding this RFP with employees or officials of the State of Tennessee other than the RFP Coordinator detailed below may result in disqualification from this procurement process.

1.5.1.1 Interested Parties must direct all communications regarding this RFP to the following RFP Coordinator, who is the state of Tennessee's only official point of contact for this RFP.

Mitzi R. Hale
 Department of Finance and Administration
 17th Floor, Wm. R. Snodgrass Tennessee Tower
 312 8th Avenue North
 Nashville, Tennessee 37243-1510
 (615) 741-3735
 (615) 532-0471 Fax
Mitzi.Hale@state.tn.us

1.5.1.2 Notwithstanding the foregoing, Interested Parties may contact the staff of the Governor's Office of Diversity Business Enterprise for general, public information regarding this RFP, assistance available from the Governor's Office of Diversity Business Enterprise, or potential future state procurements.

1.5.2 The State has assigned the following RFP identification number that must be referenced in all communications regarding the RFP:

RFP # 317.03-129

- 1.5.3 Any oral communications shall be considered unofficial and non-binding with regard to this RFP.
- 1.5.4 Each Proposer shall assume the risk of the method of dispatching any communication or proposal to the State. The State assumes no responsibility for delays or delivery failures resulting from the method of dispatch. Actual or electronic "postmarking" of a communication or proposal to the State by a deadline date shall not substitute for actual receipt of a communication or proposal by the State.
- 1.5.5 The RFP Coordinator must receive all written comments, including questions and requests for clarification, no later than the Written Comments Deadline detailed in the RFP Section 2, Schedule of Events.
- 1.5.6 The State reserves the right to determine, at its sole discretion, the appropriate and adequate responses to written comments, questions, and requests for clarification. The State's official responses and other official communications pursuant to this RFP shall constitute an amendment of this RFP.
- 1.5.7 The State will convey all official responses and communications pursuant to this RFP to the potential Proposers from whom the State has received a Notice of Intent to Propose.
- 1.5.8 Only the State's official, written responses and communications shall be considered binding with regard to this RFP.
- 1.5.9 The State reserves the right to determine, at its sole discretion, the method of conveying official responses and communications pursuant to this RFP (e.g., written, facsimile, electronic mail, or Internet posting).

Important documents will be posted on the following website:

<http://state.tn.us/finance/oir/pcm/rfps.html>

- 1.5.10 Any data or factual information provided by the State, in this RFP or an official response or communication, shall be deemed for informational purposes only, and if a Proposer relies on such data or factual information, the Proposer should either: (1) independently verify the information; or, (2) obtain the State's written consent to rely thereon.

1.6 Notice of Intent to Propose

Each potential Proposer should submit a Notice of Intent to Propose to the RFP Coordinator by the deadline detailed in the RFP Section 2, Schedule of Events. The notice should include:

- Proposer's name
- name and title of a contact person
- address, telephone number, and facsimile number of the contact person
- email address of the contract person

NOTICE: A Notice of Intent to Propose creates no obligation and is not a prerequisite for making a proposal, however, it is necessary to ensure receipt of RFP amendments and other communications regarding the RFP (refer to RFP Sections 1.5, et seq., above).

1.7 Proposal Deadline

Proposals must be submitted no later than the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events. A proposal must respond to the written RFP and any RFP exhibits,

attachments, or amendments. A late proposal shall not be accepted, and a Proposer's failure to submit a proposal before the deadline shall cause the proposal to be disqualified.

2 RFP SCHEDULE OF EVENTS

The following Schedule of Events represents the State's best estimate of the schedule that will be followed. Unless otherwise specified, the time of day for the following events will be between 8:00 a.m. and 4:30 p.m., Central Time.

RFP SCHEDULE OF EVENTS		
NOTICE: The State reserves the right, at its sole discretion, to adjust this schedule as it deems necessary. The State will communicate any adjustment to the Schedule of Events to the potential proposers from whom the State has received a Notice of Intent to Propose.		
EVENT	TIME	DATE (<u>all</u> dates are state business days)
1. State Issues RFP		08/25/05
2. Disability Accommodation Request Deadline		09/01/05
3. Notice of Intent to Propose Deadline		09/06/05
4. Written Comments Deadline		09/09/05
5. State Responds to Written Comments		09/19/05
6. Proposal Deadline	2:00 p.m.	09/28/05
7. State Completes Technical Proposal Evaluations		10/06/05
8. State Opens Cost Proposals and Calculates Scores	9:00 a.m.	10/07/05
9. State Issues Evaluation Notice <u>and</u> Opens RFP Files for Public Inspection	9:00 a.m.	10/11/05
10. Contract Signing		10/21/05
11. Contract Signature Deadline		10/28/05
12. Contract Start Date		11/01/05

3 PROPOSAL REQUIREMENTS

Each Proposer must submit a proposal in response to this RFP with the most favorable terms that the Proposer can offer. There will be no best and final offer procedure.

3.1 Proposal Form and Delivery

3.1.1 Each response to this RFP must consist of a Technical Proposal and a Cost Proposal (as described below).

3.1.2 Each Proposer must submit one (1) original and Five (5) copies of the Technical Proposal, along with one (1) CD containing a copy of the Technical Proposal in “.pdf” format, to the State in a sealed package that is clearly marked:

“Technical Proposal in Response to RFP- 317.03-129 -- Do Not Open”

NOTE: the CD copy must be identical to the hardcopies submitted; however, it is for electronic search purposes only and is not the official copy.

3.1.3 Each Proposer must submit one (1) Cost Proposal to the State in a separate, sealed package that is clearly marked:

“Cost Proposal in Response to RFP- 317.03-129 -- Do Not Open”

3.1.4 If a Proposer encloses the separately sealed proposals (as detailed above) in a larger package for mailing, the Proposer must clearly mark the outermost package:

“Contains Separately Sealed Technical and Cost Proposals for RFP- 317.03-129”

3.1.5 The State must receive all proposals in response to this RFP, at the following address, no later than the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events.

Department of Finance and Administration
Office for Information Resources
ATTN: Mitzi R. Hale
17th Floor, William R. Snodgrass TN Tower
312 8th Avenue North
Nashville, TN 37243-1510

3.1.6 A Proposer may not deliver a proposal orally or by any means of electronic transmission.

3.2 Technical Proposal

3.2.1 The RFP Attachment 6.3, Technical Proposal and Evaluation Guide details specific requirements for making a Technical Proposal in response to this RFP. This guide includes mandatory and general requirements as well as technical queries requiring a written response.

NOTICE: No pricing information shall be included in the Technical Proposal. Inclusion of Cost Proposal amounts in the Technical Proposal shall make the proposal non-responsive and the State shall reject it.

3.2.2 Each Proposer must use the Technical Proposal and Evaluation Guide to organize, reference, and draft the Technical Proposal. Each Proposer should duplicate the Technical Proposal and Evaluation Guide and use it as a table of contents covering the Technical Proposal (adding proposal page numbers as appropriate).

3.2.3 Each proposal should be economically prepared, with emphasis on completeness and clarity of content. A proposal, as well as any reference material presented, must be written in English and must

be written on standard 8 1/2" x 11" paper (although foldouts containing charts, spreadsheets, and oversize exhibits are permissible). All proposal pages must be numbered.

- 3.2.4 All information included in a Technical Proposal should be relevant to a specific requirement detailed in the Technical Proposal and Evaluation Guide. All information must be incorporated into a response to a specific requirement and clearly referenced. Any information not meeting these criteria will be deemed extraneous and will in no way contribute to the evaluation process.
- 3.2.5 The State may determine a proposal to be non-responsive and reject it if the Proposer fails to organize and properly reference the Technical Proposal as required by this RFP and the Technical Proposal and Evaluation Guide.
- 3.2.6 The State may determine a proposal to be non-responsive and reject it if the Technical Proposal document fails to appropriately address/meet all of the requirements detailed in the Technical Proposal and Evaluation Guide.
- 3.3 Cost Proposal
 - 3.3.1 The Cost Proposal must be submitted to the State in a sealed package separate from the Technical proposal.
 - 3.3.2 Each Cost Proposal must be recorded on an exact duplicate of the RFP Attachment 6.4, Cost Proposal and Evaluation Guide.
 - 3.3.3 Each Proposer shall ONLY record the proposed cost exactly as required by the Cost Proposal and Evaluation Guide and shall NOT record any other rates, amounts, or information.
 - 3.3.4 The proposed cost shall incorporate all costs for services under the contract for the total contract period.
 - 3.3.5 The Proposer must sign and date the Cost Proposal.
 - 3.3.6 If a Proposer fails to submit a Cost Proposal as required, the State shall determine the proposal to be non-responsive and reject it.

4 GENERAL REQUIREMENTS & CONTRACTING INFORMATION

4.1 Proposer Required Review and Waiver of Objections

Each Proposer must carefully review this RFP and all attachments, including but not limited to the pro forma contract, for comments, questions, defects, objections, or any other matter requiring clarification or correction (collectively called “comments”). Comments concerning RFP objections must be made in writing and received by the State no later than the Written Comments Deadline detailed in the RFP Section 2, Schedule of Events. This will allow issuance of any necessary amendments and help prevent the opening of defective proposals upon which contract award could not be made.

Protests based on any objection shall be considered waived and invalid if these comments/objections have not been brought to the attention of the State, in writing, by the Written Comments Deadline.

4.2 RFP Amendment and Cancellation

The State reserves the unilateral right to amend this RFP in writing at any time. If an RFP amendment is issued, the State will convey such amendment to the potential proposers who submitted a Notice of Intent to Propose. Each proposal must respond to the final written RFP and any exhibits, attachments, and amendments.

The State of Tennessee reserves the right, at its sole discretion, to cancel and reissue this RFP or to cancel this RFP in its entirety in accordance with applicable laws and regulations.

4.3 Proposal Prohibitions and Right of Rejection

4.3.1 The State of Tennessee reserves the right, at its sole discretion, to reject any and all proposals in accordance with applicable laws and regulations.

4.3.2 Each proposal must comply with all of the terms of this RFP and all applicable State laws and regulations. The State may reject any proposal that does not comply with all of the terms, conditions, and performance requirements of this RFP. The State may consider any proposal that does not meet the requirements of this RFP to be non-responsive, and the State may reject such a proposal.

4.3.3 A proposal of alternate services (i.e., a proposal that offers services different from those requested by this RFP) shall be considered non-responsive and rejected.

4.3.4 A Proposer may not restrict the rights of the State or otherwise qualify a proposal. The State may determine such a proposal to be a non-responsive counteroffer, and the proposal may be rejected.

4.3.5 A Proposer may not submit the Proposer's own contract terms and conditions in a response to this RFP. If a proposal contains such terms and conditions, the State may determine, at its sole discretion, the proposal to be a non-responsive counteroffer, and the proposal may be rejected.

4.3.6 A Proposer shall not submit more than one proposal. Submitting more than one proposal shall result in the disqualification of the Proposer.

4.3.7 A Proposer shall not submit multiple proposals in different forms. This prohibited action shall be defined as a Proposer submitting one proposal as a prime contractor and permitting a second Proposer to submit another proposal with the first Proposer offered as a subcontractor. This restriction does not prohibit different Proposers from offering the same subcontractor as a part of their proposals, provided that the subcontractor does not also submit a proposal as a prime contractor. Submitting multiple proposals in different forms may result in the disqualification of all Proposers knowingly involved.

4.3.8 The State shall reject a proposal if the Cost Proposal was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to such prices with any

other Proposer. Regardless of the time of detection, the State shall consider any of the foregoing prohibited actions to be grounds for proposal rejection or contract termination.

- 4.3.9 The State shall not contract with or consider a proposal from:
- 4.3.9.1 an individual who is, or within the past six months has been, an employee or official of the State of Tennessee;
 - 4.3.9.2 a company, corporation, or any other contracting entity in which an ownership of two percent (2%) or more is held by an individual who is, or within the past six months has been, an employee or official of the State of Tennessee (this shall not apply either to financial interests that have been placed into a "blind trust" arrangement pursuant to which the employee does not have knowledge of the retention or disposition of such interests or to the ownership of publicly traded stocks or bonds where such ownership constitutes less than 2% of the total outstanding amount of the stocks or bonds of the issuing entity);
 - 4.3.9.3 a company, corporation, or any other contracting entity which employs an individual who is, or within the past six months has been, an employee or official of the State of Tennessee in a position that would allow the direct or indirect use or disclosure of information, which was obtained through or in connection with his or her employment and not made available to the general public, for the purpose of furthering the private interest or personal profit of any person; or,
 - 4.3.9.4 any individual, company, or other entity involved in assisting the State in the development, formulation, or drafting of this RFP or its scope of services shall be considered to have been given information that would afford an unfair advantage over other Proposers, and such individual, company, or other entity may not submit a proposal in response to this RFP, nor may it consult with or advise any potential vendor submitting a proposal in response to this RFP.
 - 4.3.9.5 For the purposes of applying the requirements of RFP subsection 4.3.9, et. seq., an individual shall be deemed an employee or official of the State of Tennessee until such time as all compensation for salary, termination pay, and annual leave has been paid.
 - 4.3.10 The State reserves the right, at its sole discretion, to waive a proposal's variances from full compliance with this RFP. If the State waives minor variances in a proposal, such waiver shall not modify the RFP requirements or excuse the Proposer from full compliance with such. Notwithstanding any minor variance, the State may hold any Proposer to strict compliance with this RFP.
- 4.4 Incorrect Proposal Information
- If the State determines that a Proposer has provided, for consideration in this RFP process or subsequent contract negotiations, incorrect information that the Proposer knew or should have known was materially incorrect, that proposal shall be determined non-responsive and shall be rejected.
- 4.5 Proposal of Additional Services
- If a proposal offers services in addition to those required by and described in this RFP, the additional services may be added to the contract before contract signing at the sole discretion of the State. Notwithstanding the foregoing, a Proposer shall not propose any additional cost amount(s) or rate(s) for additional services.
- NOTICE: The Proposer's Cost Proposal shall record only the proposed cost as required in this RFP and shall not record any other rates, amounts, or information. If a Proposer fails to submit a Cost Proposal as required, the State shall determine the proposal to be non-responsive and shall reject the proposal.
- 4.6 Assignment and Subcontracting

- 4.6.1 The Proposer awarded a contract pursuant to this RFP may not subcontract, transfer, or assign any portion of the contract without the State's prior, written approval.
- 4.6.2 A subcontractor may only be substituted for a proposed subcontractor at the discretion of the State and with the State's prior, written approval.
- 4.6.3 At its sole discretion, the State reserves the right to refuse approval of any subcontract, transfer, or assignment.
- 4.6.4 Notwithstanding State approval of each subcontractor, the Proposer, if awarded a contract pursuant to this RFP, shall be the prime contractor and shall be responsible for all work performed.
- 4.7 Right to Refuse Personnel
- At its sole discretion, the State reserves the right to refuse any personnel, of the prime contractor or a subcontractor, for use in the performance of a contract pursuant to this RFP.
- 4.8 Insurance
- The State may require the apparent successful Proposer to provide proof of adequate worker's compensation and public liability insurance coverage before entering into a contract. Additionally, the State may require, at its sole discretion, the apparent successful Proposer to provide proof of adequate professional malpractice liability or other forms of insurance. Failure to provide evidence of such insurance coverage is a material breach and grounds for termination of the contract negotiations. Any insurance required by the State shall be in form and substance acceptable to the State.
- 4.9 Licensure
- Before a contract pursuant to this RFP is signed, the apparent successful Proposer must hold all necessary, applicable business and professional licenses. The State may require any or all Proposers to submit evidence of proper licensure.
- 4.10 Service Location and Work Space
- The service pursuant to this RFP is to be performed, completed, managed, and delivered as detailed in the RFP Attachment 6.1, *Pro Forma* Contract. Workspace on the State's premises may be available for contractor use in accordance with the *pro forma* contract or at the State's discretion. Any work performed on the State's premises shall be completed during the State's standard business hours.
- 4.11 Proposal Withdrawal
- A Proposer may withdraw a submitted proposal at any time up to the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events. To do so, a proposer must submit a written request, signed by a Proposer's authorized representative to withdraw a proposal. After withdrawing a previously submitted proposal, a Proposer may submit another proposal at any time up to the Proposal Deadline.
- 4.12 Proposal Errors and Amendments
- Each Proposer is liable for all proposal errors or omissions. A Proposer will not be allowed to alter or amend proposal documents after the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events unless such is formally requested, in writing, by the State.
- 4.13 Proposal Preparation Costs
- The State will not pay any costs associated with the preparation, submittal, or presentation of any proposal.

4.14 Disclosure of Proposal Contents

Each proposal and all materials submitted to the State in response to this RFP shall become the property of the State of Tennessee. Selection or rejection of a proposal does not affect this right. All proposal information, including detailed price and cost information, shall be held in confidence during the evaluation process. Notwithstanding, a list of actual proposers submitting timely proposals may be available to the public, upon request, directly after technical proposals are opened by the state.

Upon the completion of the evaluation of proposals, indicated by public release of an Evaluation Notice, the proposals and associated materials shall be open for review by the public in accordance with Tennessee Code Annotated, Section 10-7-504(a)(7). By submitting a proposal, the Proposer acknowledges and accepts that the full proposal contents and associated documents shall become open to public inspection.

4.15 Contractor Registration

All service contractors with state of Tennessee contracts must be registered through the Department of Finance and Administration's Service Provider Registry prior to contract approval. However, registration with the state is not required to make a proposal (any unregistered service provider must simply register as required prior to the final contract approval). Refer to the following Internet URL for more information about the Service Provider Registry and to register "on-line."

www.state.tn.us/finance/rds/ocr/sprs.html

4.16 Contract Approval

The RFP and the contractor selection processes do not obligate the State and do not create rights, interests, or claims of entitlement in either the Proposer with the apparent best-evaluated proposal or any other Proposer. Contract award and State obligations pursuant thereto shall commence only after the contract is signed by the Contractor and the head of the procuring state agency and after the contract is approved and signed by all other State officials as required by State laws and regulations.

4.17 Contract Payments

All contract payments shall be made in accordance with the contract's Payment Terms and Conditions provisions (refer to RFP Attachment 6.1, Pro Forma Contract, Section C). No payment shall be made until the contract is approved as required by State laws and regulations. Under no conditions shall the State be liable for payment of any type associated with the contract or responsible for any work done by the Contractor, even work done in good faith and even if the Contractor is orally directed to proceed with the delivery of services, if it occurs before contract approval by State officials as required by applicable statutes and rules of the State of Tennessee or before the contract start date or after the contract end date specified by the contract.

4.18 Contractor Performance

The Contractor shall be responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and acceptance by the State. The State may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. At reasonable times, the State may inspect those areas of the Contractor's place of business that are related to the performance of the contract. If the State requires such an inspection, the Contractor shall provide reasonable access and assistance.

4.19 Contract Amendment

During the course of this contract, the State may request the Contractor to perform additional work for which the Contractor would be compensated. That work shall be within the general scope of this RFP. In such instances, the State shall provide the Contractor a written description of the additional work, and the Contractor shall submit a time schedule for accomplishing the additional work and a price for

the additional work based on the rates included in the Contractor's proposal to this RFP. If the State and the Contractor reach an agreement regarding the work and associated compensation, such agreement shall be effected by means of a contract amendment. Any such amendment requiring additional work must be mutually agreed upon by the parties and signed by the Contractor and the head of the procuring state agency and must be approved by other State officials as required by State laws and regulations. The Contractor shall not commence additional work until the State has issued a written contract amendment and secured all required approvals.

4.20 Severability

If any provision of this RFP is declared by a court to be illegal or in conflict with any law, said decision shall not affect the validity of the remaining RFP terms and provisions, and the rights and obligations of the State and Proposers shall be construed and enforced as if the RFP did not contain the particular provision held to be invalid.

5 PROPOSAL EVALUATION & CONTRACT AWARD

5.1 Evaluation Categories and Maximum Points

The State will consider qualifications and experience, technical approach, and cost in the evaluation of proposals. The maximum points that shall be awarded for each of these categories are detailed below.

CATEGORY	MAXIMUM POINTS POSSIBLE
Qualifications and Experience	40
Technical Approach	30
Cost Proposal	30

5.2 Evaluation Process

The proposal evaluation process is designed to award the contract not necessarily to the Proposer of least cost, but rather to the Proposer with the best combination of attributes based upon the evaluation criteria.

- 5.2.1 The RFP Coordinator will use the RFP Attachment 6.3, Technical Proposal and Evaluation Guide to manage the Technical Proposal Evaluation and maintain evaluation records.
 - 5.2.1.1 The RFP Coordinator will review each Technical Proposal to determine compliance with mandatory requirements (refer to RFP Attachment 6.3, Technical Proposal and Evaluation Guide, Technical Proposal Section A). If the RFP Coordinator determines that a proposal may have failed to meet one or more of the mandatory requirements, the Proposal Evaluation Team will review the proposal and document its determination of whether: (1) the proposal meets requirements for further evaluation; (2) the State will request clarifications or corrections; or, (3) the State will determine the proposal non-responsive to the RFP and reject it.
 - 5.2.1.2 A Proposal Evaluation Team, made up of three or more State employees, will evaluate each Technical Proposal that appears responsive to the RFP.
 - 5.2.1.3 Each Proposal Evaluation Team member will independently, evaluate each proposal against the evaluation criteria in this RFP, rather than against other proposals, and will score each in accordance with the RFP Attachment 6.3, Technical Proposal and Evaluation Guide.
 - 5.2.1.4 The State reserves the right, at its sole discretion, to request Proposer clarification of a Technical Proposal or to conduct clarification discussions with any or all Proposers. Any such clarification or discussion shall be limited to specific sections of the proposal identified by the State. The subject Proposer shall put any resulting clarification in writing as may be required by the State.
- 5.2.2 After Technical Proposal evaluations are completed, the RFP Coordinator will open the Cost Proposals and use the RFP Attachment 6.4, Cost Proposal and Evaluation Guide to calculate and document the Cost Proposal scores.
- 5.2.3 For each responsive proposal, the RFP Coordinator will add the average Technical Proposal score to the Cost Proposal score (refer to RFP Attachment 6.5, Proposal Score Summary Matrix).

5.3 Contract Award Process

- 5.3.1 The RFP Coordinator will forward the results of the proposal evaluation process to the head of the procuring agency who will consider the proposal evaluation process results and all pertinent

information available to make a determination about the contract award. The State reserves the right to make an award without further discussion of any proposal.

Notwithstanding the foregoing, to effect a contract award to a proposer other than the one receiving the highest evaluation score, the head of the procuring agency must provide written justification for such an award and obtain the written approval of the Commissioner of Finance and Administration and the Comptroller of the Treasury.

- 5.3.2 After the agency head's determination, the State will issue an Evaluation Notice to identify the apparent best-evaluated proposal on the Evaluation Notice date detailed in the RFP Section 2, Schedule of Events.

NOTICE: The Evaluation Notice shall not create rights, interests, or claims of entitlement in either the Proposer with apparent best-evaluated proposal or any other Proposer.

- 5.3.3 The State will also make the RFP files available for public inspection on the Evaluation Notice date detailed in the RFP Section 2, Schedule of Events.

- 5.3.4 The Proposer with the apparent best-evaluated proposal must agree to and sign a contract with the State which shall be substantially the same as the RFP Attachment 6.1, *Pro Forma* Contract.

However, the State reserves the right, at its sole discretion, to add terms and conditions or to revise *pro forma* contract requirements in the State's best interests subsequent to this RFP process. No such terms and conditions or revision of contract requirements shall materially affect the basis of proposal evaluations or negatively impact the competitive nature of the RFP process.

- 5.3.5 The Proposer with the apparent best-evaluated proposal must sign and return the contract drawn by the State pursuant to this RFP no later than the Contract Signature Deadline date detailed in the RFP Section 2, Schedule of Events. If the Proposer fails to provide the signed contract by the deadline, the State may determine that the Proposer is non-responsive to the terms of this RFP and reject the proposal.

- 5.3.6 If the State determines that the apparent best-evaluated proposal is non-responsive and rejects the proposal after opening Cost Proposals, the RFP Coordinator will re-calculate scores for each responsive Cost Proposal to determine the new, apparent best-evaluated proposal.

ATTACHMENT 6.1**PRO FORMA CONTRACT**

The *pro forma* contract detailed in this attachment contains some “blanks” (signified by descriptions in capital letters) that will be completed with appropriate information in the final contract resulting from this RFP.

**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF FINANCE AND ADMINISTRATION
AND
[CONTRACTOR NAME]**

This Contract, by and between the State of Tennessee, Department of Finance and Administration, hereinafter referred to as the “State” and [CONTRACTOR LEGAL ENTITY NAME], hereinafter referred to as the “Contractor,” is for the provision of Tennessee Information Infrastructure (TNI) consulting services, as further defined in the “SCOPE OF SERVICES.”

The Contractor is [AN INDIVIDUAL / A FOR-PROFIT CORPORATION / A NONPROFIT CORPORATION / A SPECIAL PURPOSE CORPORATION OR ASSOCIATION / A FRATERNAL OR PATRIOTIC ORGANIZATION / A PARTNERSHIP / A JOINT VENTURE / A LIMITED LIABILITY COMPANY]. The Contractor’s address is:

[ADDRESS]

The Contractor’s place of incorporation or organization is [STATE OF ORGANIZATION].

A. SCOPE OF SERVICES:

- A.1. General Scope. In support of the Tennessee Wide Area Network (WAN) Enhancement Project, the Contractor is to provide the State with Tennessee Network Consulting services, as set forth in this Scope of Services and the State's Request for Proposal number 317.03-129 (hereinafter referred to as the “RFP”), issued on August 10, 2005, which is incorporated herein and made a part of this Contract.
- A.2. WAN Enhancement Project Phases. The Tennessee Wide Area Network (WAN) Enhancement Project will progress in two (2) phases: Phase I, WAN Enhancement RFP Development, Execution, and Contract Award; and Phase II, Tennessee WAN Enhancement. Phase I will end when the State has made a successful award pursuant to the Tennessee WAN Enhancement RFP that will be completed during Phase I. In addition, the State anticipates that the Contractor-supplied consultants’ involvement and hours will drop significantly when the WAN Enhancement RFP is published to the vendor community. This contract is only for Contractor services through the end of Phase I.
- A.3. Job Classifications. Under the terms of this Contract and at the State's request, the Contractor shall provide the services of one or more consultant(s) in one or more of the following Job Classifications: (1) Project Director/Manager, (2) Senior Business Analyst, and (3) Systems Analyst. The State’s primary personnel need is for a single individual in the Project Director/Manager Job Classification. However, the State may request that additional personnel be assigned from any of the three Job Classifications, at any point in the project, as needed.

The personnel provided shall have the skill sets and experience to perform the tasks as described below in the respective Job Classifications. (The Contractors in these Job Classifications shall be referred to collectively as “personnel.”) The baseline experience and skills sets required for each Job Classification follows the Job Classification name. Expected task assignments for the specific job classification follows the experience and skill set description. Assigned personnel must possess the skills and experience required for the Job Classification to which they are being assigned. The Contractor shall not assign personnel that do not possess the required skills and experience.

- a. Project Director/Manager –This individual must have project leadership skills to assist the State leadership team. Experience must demonstrate competent leadership and responsible direction through successful performance of a variety of detailed, diverse elements of project management. Completion of tasks within estimated time frames and budget constraints are necessary skills. The consultant will need to be grounded in the industry and have a vision for network developments in the next 5 to 10 years. The job classification requires a very heavy background in managing large, complex Wide Area Network projects with outstanding interpersonal and communication skills. Note: This position will not be responsible for leading the Wide Area Network development project for the State; however, the Project Director/Manager will schedule and assign duties to project team members and enforce work standards with reviews to ensure compliance with project requirements.

Project Director/Manager responsibilities include, but are not limited to, pre-RFP research for all the functional and managerial requirements for the network. The consultant shall review all existing network documents and interview key management and technical personnel to gain a thorough understanding of the current advanced statewide network infrastructure and its usage. The Project Director/Manager must conduct on-site interviews and engage in follow-up correspondence with representatives of the Stakeholders. It will be imperative that the consultant understand all current applications and network usage, as well as planned future usage of the statewide network. The consultant must help the Stakeholders develop a feel for future network direction and potential.

In preparation of the WAN Enhancement RFP, the Consultant shall:

- Recommend an approach and provide evaluation business case analysis as a result of the research phase;
- Review the various types of services/offerings suggested by the Stakeholders and suggest modifications and/or additions;
- Review the Higher Education CyberInfrastructure OneTenn report and make recommendations on possible implementation strategies including the role of a successful network bidder;
- Review best practices and experiences of other states who have successfully implemented a network similar to the proposed network and provide references to the Stakeholders;
- Provide guidance regarding the appropriate contracting and business relationships with the subsequent successful network bidder; and recommend an approach to Stakeholder group; and
- Develop the WAN Enhancement RFP.

The Project Director/Manager will develop a "plan of work" detailing the processes from RFP research through the contract award, identifying critical milestone dates. Continuous communication with the State management team is necessary to coordinate project activities, including written monthly status reports detailing compliance with the work plan. A primary responsibility of the Project Director/Manager is to lead the preparation of the WAN Enhancement RFP. This Project Director/Manager will also lead in the development of Service Level Agreements (SLA). The State will provide a Project Director and multiple Project Director/Managers as required to ensure proper project governance.

An additional responsibility of the consulting Project Director/Manager will be to provide ongoing project leadership and consulting support through the RFP release period until contract award.

- b. Senior Business Analyst –

- i. Analyzes the operations of a department or functional unit for the purpose of developing a general systems solution to the problem that may or may not require automation. The business analyst can provide insights into an operation for an information systems analyst.

- ii. Analyzes and documents requirements for business systems. Develops and/or oversees plans for automated data processing systems from project inception to conclusion. Constructs data models and activity/process models as may be required to define system functions. Develops, in conjunction with functional users, system alternative solutions. Provides support for the installation, testing, implementation, and ongoing maintenance of information systems. Conducts and documents the results of special studies dealing with systems and/or business process issues.
- c. Systems Analyst - Analyzes and documents business requirements and processes related to public sector service delivery for a single, or multiple related state agencies. Formulates alternative solutions to satisfy these requirements that may involve business process reengineering and/or the deployment of information technology. Plans and/or conducts end user training for new applications. Prepares cost benefit analyses according to State CBA methodology. Develops and/or oversees plans for the execution of a solution from project inception to conclusion. Constructs data models and activity/process models as may be required to define system functions. Provides support for the installation, testing, data conversion, implementation, and ongoing maintenance of information systems. Conducts and documents the results of special studies dealing with systems and/or business process issues. Facilitates sessions to gather and document requirements and explore solutions. Requires previous WAN experience.

The State shall compensate the Contract for Tennessee Network Consulting Services as defined in Contract Section C.3.

- A.4. Hourly-Rates and Work Week. The consulting services will be provided on an hourly, as-used basis. During the period of time from project inception through the publication of the RFP, the State anticipates that the Project Director/Manager will be required to work at least 37.5 hours per week. After the RFP is published, these hours will likely drop significantly, and remain at this lower level through the end of Phase I. Notwithstanding the foregoing, the State is not obligated to require full-time services at any point in the project, and throughout the term of the Contract the State will determine the level of staff assignment needed to support the project (see also Contract Section A.11).
- A.5. Amending Roles and Responsibilities. The specific roles and responsibilities of personnel shall be as defined in the Contract and RFP; provided, however, that the State reserves the right to amend these roles and responsibilities, as needed, to others within the required skill sets, if this is deemed to be in the best interest of the State.
- A.6. What the State Provides. Workspace on the State's premises may be available for contractor use at the State's discretion. The State shall provide office space, meeting room space, and support services to the Contractor. The State shall also provide connectivity to the State's network and access to printers. The State shall not supply laptop computers, pagers, or cell phones.
- A.7. Work Hours and Location of Service Provision. Normal State work hours are 8:00 a.m. to 4:30 p.m., with additional hours worked as necessary to meet project deadlines. All work performed on the State's premises shall be completed during the State's standard business hours, unless otherwise agreed to by the state. In most cases, Personnel shall be based and shall perform their work at State-operated, maintained, and managed facilities. The State reserves the right to request on-site or off-site work, whichever is deemed to be in the best interest of the project.
- A.8. Contractor Assignments Subject to State Approval. All Contractor staff assigned to this Contract shall be subject to State approval. If staff replacement is necessary, the Contractor must replace assigned staff with staff of equal or higher skills and experience.
- A.9. State May Execute Similar Contracts. The Contractor understands and agrees that the State has executed and may execute contracts with other parties for services the same as or similar to those described herein.
- A.10. State Right to Refuse Candidates. The State will request personnel as needed, in accordance with the provisions of the RFP. The Contractor agrees to make its best effort to provide personnel in the quantities requested by the State. The State will evaluate the qualifications of all individuals proposed,

and may request resumes, references, and/or face-to-face interviews to aid in this evaluation. The State reserves the right, throughout the life of this Contract, to refuse any individual proposed by the Contractor for a given position.

- A.11. State Not Obligated to Use Contractor Personnel. The purpose of this Contract is to establish a source of supply for Consulting Services personnel. However, the State cannot predict the numbers of personnel that will be required under this Contract. Therefore, the State makes no guarantees, either stated or implied, about the demand for resources provided through this procurement. The State is not obligated to use any of the Contractor's personnel. Throughout the term of the Contract, the State retains full control and flexibility with regard to the types, quantities, and timing of personnel usage.
- A.12. Miscellaneous Policies and Procedures.
- a. Parking. The State will not provide parking for Contractor personnel.
 - b. State Clinic. Contractor personnel do not have access to the State clinic.
 - c. State Vehicles. Contractor personnel may not reserve and/or operate State vehicles.
- A.13. Tennessee Information Resources Architecture (the "Technical Architecture"). Contractor personnel shall provide all services requested through this RFP within the context of the technical environment described by the State's Technical Architecture. During the RFP proposal process, Proposers had an opportunity to request the Technical Architecture. The copy of the Technical Architecture that was set aside upon publication of the RFP to honor such requests is herein incorporated as Contract Attachment A.
- A.14. Computer Access Security Agreement/Code of Ethics. Contractor personnel assigned to the State will be required to sign Computer Access Security Agreement and Code of Ethics forms as required of the State's own employees (see Contract Attachment B), and any other forms that shall be required by the State to ensure the security and ethical use of the State's computer resources.

B. CONTRACT TERM:

- B.1. Contract Term. This Contract shall be effective for the period commencing on November 1, 2005 and ending on October 31, 2007. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.
- B.2. Term Extension. The State reserves the right to extend this Contract for an additional period or periods of time representing increments of no more than one (1) year and a total contract term of no more than three (3) years, provided that the State notifies the Contractor in writing of its intention to do so at least sixty (60) days prior to the contract expiration date. An extension of the term of this Contract will be affected through an amendment to the Contract. If the extension of the Contract necessitates additional funding beyond that which was included in the original Contract, the increase in the State's maximum liability will also be affected through an amendment to the Contract and shall be based upon rates provided for in the original contract.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed [WRITTEN DOLLAR AMOUNT] (\$[NUMBER AMOUNT]). The Service Rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The Service Rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In

which case, the Contractor shall be paid in accordance with the Service Rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

- C.2. Compensation Firm. The Service Rates and the Maximum Liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.
- C.3. Payment Methodology. The Contractor shall be compensated based on the Service Rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in Section C.1. The Contractor's compensation shall be contingent upon the satisfactory delivery of units of service, on an hourly, as-used basis, for the Job Classifications defined in Section A. The Contractor shall be compensated based upon the following Service Rates:

PAYMENT RATE PER HOUR				
<u>JOB CLASSIFICATION</u>	<u>YEAR 1</u>	<u>YEAR 2</u>	<u>YEAR 3</u>	
Project Director/Manager	\$XXX.XX	\$XXX.XX	\$XXX.XX	
Senior Business Analyst		\$XXX.XX	\$XXX.XX	\$XXX.XX
Systems Analyst	\$XXX.XX	\$XXX.XX	\$XXX.XX	

Note: the invocation of Year 3 rates is contingent upon an extension of the contract period by a contract amendment pursuant to section B.2.

Service Rates take effect on the anniversary of the Contract effective date given in Section B. The years associated with the Service Rates in this Section refer to the year in which the work was actually performed, and the Contractor shall bill accordingly.

The Contractor shall not be compensated at the hourly rates above for time spent traveling to the primary location of service provision.

The services shall be provided and invoiced on an hourly basis, as used. The Contractor shall submit monthly invoices for completed work, in form and substance acceptable to the State with all of the necessary supporting documentation, prior to any payment. Invoices shall be submitted directly to the State individual named in the Contract Section E.2. Such invoices shall, at a minimum, include the name of each individual, the individual's job title, the number of hours worked during the period, the applicable Service Rate, the total compensation requested for the individual, and the total amount due the Contractor for the period invoiced.

- C.4. Travel Compensation. With regard to Travel, the following provisions shall apply:
- C.4.a. The "Official Station," which is defined as the location at which Contractor personnel shall perform the major portion of their duties, is Nashville, Tennessee.
- C.4.b. Neither the Contractor, its personnel, nor its agents shall be eligible for reimbursements for any travel expenses related to work performed at Contractor maintained or sanctioned work locations, or at the Official Station. This includes, but is not limited to, travel to and from the Official Station, and food and lodging therein.
- C.4.c. In some cases, at the State's request and with prior written approval, Contractor personnel may be required to travel and work away from the Official Station. In such cases, the State will request the travel in advance, in writing. Such travel expenses shall be reimbursed in accordance with the State of Tennessee Comprehensive Travel Regulations, as amended from time to time (see <http://www.state.tn.us/finance/act/policy.html>).

- C.5. Payment of Invoice. The payment of the invoice by the State shall not prejudice the State's right to object to or question any invoice or matter in relation thereto. Such payment by the State shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the amounts invoiced therein.
- C.6. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this contract, not to constitute proper remuneration for compensable services.
- C.7. Deductions. The State reserves the right to deduct from amounts which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee any amounts which are or shall become due and payable to the State of Tennessee by the Contractor.
- C.8. Automatic Deposits. The Contractor shall complete and sign an "Authorization Agreement for Automatic Deposit (ACH Credits) Form." This form shall be provided to the Contractor by the State. Once this form has been completed and submitted to the State by the Contractor all payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee shall be made by Automated Clearing House (ACH). The Contractor shall not invoice the State for services until the Contractor has completed this form and submitted it to the State.
- D. STANDARD TERMS AND CONDITIONS:
- D.1. Required Approvals. The State is not bound by this Contract until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate Tennessee State officials in accordance with applicable Tennessee State laws and regulations.
- D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the State. The State shall give the Contractor at least thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, they shall contain, at a minimum, sections of this Contract pertaining to "Conflicts of Interest," "Nondiscrimination," "Confidentiality of Records," and "HIPAA Compliance" [as applicable] (sections D.6., D.7., E.10., and E.11.). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.

- D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. Records. The Contractor shall maintain documentation for all charges against the State under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.9. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.10. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.11. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.12. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- The Contractor, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.
- D.13. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.14. Force Majeure. The obligations of the parties to this contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.
- D.15. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.16. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under **Tennessee Code Annotated**, Sections 9-8-101 through 9-8-407.
- D.17. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties'

agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

- D.18. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.19. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by facsimile transmission, by overnight courier service, or by first class mail, postage prepaid, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

The State:

Vickie Stanfill, TNII Executive Director
 Department of Finance and Administration
 Office for Information Resources
 312 8th Avenue North
 Suite 1500, Snodgrass Tennessee Tower
 Nashville, TN 37243-0288
 Ph: 615-253-5529
 Fax: 615-253-1433

The Contractor:

[NAME AND TITLE OF CONTRACTOR CONTACT PERSON]
 [CONTRACTOR NAME]
 [ADDRESS]
 [TELEPHONE NUMBER]
 [FACSIMILE NUMBER]

All instructions, notices, consents, demands, or other communications shall be considered effectively given as of the day of delivery; as of the date specified for overnight courier service delivery; as of three (3) business days after the date of mailing; or on the day the facsimile transmission is received mechanically by the telefax machine at the receiving location and receipt is verbally confirmed by the sender if prior to 4:30 p.m. CST. Any communication by facsimile transmission shall also be sent by United States mail on the same date of the facsimile transmission.

- E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.4. State Ownership of Work Products. The State shall have all ownership right, title, and interest, including ownership of copyright, in all work products created, designed, developed, derived, documented, installed, or delivered to the State under this Contract. The State shall have royalty-free and unlimited rights to use, disclose, reproduce, or publish, for any purpose whatsoever, all said work products. The

Contractor shall furnish such information and data upon request of the State, in accordance with the Contract and applicable State law.

- E.5. State Furnished Property. The Contractor shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible, personal property furnished by the State for the Contractor's temporary use under this Contract. Upon termination of this Contract, all property furnished shall be returned to the State in good order and condition as when received, reasonable use and wear thereof excepted. Should the property be destroyed, lost, or stolen, the Contractor shall be responsible to the State for the residual value of the property at the time of loss.
- E.6. Incorporation of Additional Documents. Included in this Contract by reference are the following documents:
- a. The Contract document and its attachments
 - b. All Clarifications and addenda made to the Contractor's Proposal
 - c. The Request for Proposal and its associated amendments
 - d. The Contractor's Proposal

In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these documents shall govern in order of precedence detailed above.

- E.7. Lobbying. The Contractor certifies, to the best of its knowledge and belief, that:

No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, and entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients of federally appropriated funds shall certify and disclose accordingly.

- E.8. Prohibited Advertising. The Contractor shall not refer to this Contract or the Contractor's relationship with the State hereunder in commercial advertising in such a manner as to state or imply that the Contractor or the Contractor's services are endorsed.
- E.9. Copyrights and Patents. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against the State for infringement of any laws regarding patents or copyrights which may arise from the Contractor's performance of this Contract. In any such action brought against the State, the Contractor shall satisfy and indemnify the State for the amount of any final judgment for infringement. The Contractor further agrees it shall be liable for the reasonable fees of attorneys for the State in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the State. The State shall give the Contractor written notice of any such claim or suit and full right and opportunity to conduct the Contractor's own defense thereof.
- E.10. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State shall be regarded as confidential information in accordance with the

provisions of applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards. Such confidential information shall not be disclosed, and all necessary steps shall be taken by the Contractor to safeguard the confidentiality of such material or information in conformance with applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards.

The Contractor's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Contractor of this Contract; previously possessed by the Contractor without written obligations to the State to protect it; acquired by the Contractor without written restrictions against disclosure from a third party which, to the Contractor's knowledge, is free to disclose the information; independently developed by the Contractor without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure. Nothing in this paragraph shall permit Contractor to disclose any information that is confidential under federal or state law or regulations, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Contract.

- E.11. HIPAA Compliance. Contractor warrants to the State that it is familiar with the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations, and will comply with all applicable HIPAA requirements in the course of this contract. Contractor warrants that it will cooperate with the State in the course of performance of the contract so that both parties will be in compliance with HIPAA, including cooperation and coordination with State privacy officials and other compliance officers required by HIPAA and its regulations. Contractor will sign any documents that are reasonably necessary to keep the State and Contractor in compliance with HIPAA, including but not limited to business associate agreements.
- E.12. Date/Time Hold Harmless. As required by **Tennessee Code Annotated**, Section 12-4-118, the contractor shall hold harmless and indemnify the State of Tennessee; its officers and employees; and any agency or political subdivision of the State for any breach of contract caused directly or indirectly by the failure of computer software or any device containing a computer processor to accurately or properly recognize, calculate, display, sort or otherwise process dates or times.
- E.13. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the State in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the State.

In the event of any such suit or claim, the Contractor shall give the State immediate notice thereof and shall provide all assistance required by the State in the State's defense. The State shall give the Contractor written notice of any such claim or suit, and the Contractor shall have full right and obligation to conduct the Contractor's own defense thereof. Nothing contained herein shall be deemed to accord to the Contractor, through its attorney(s), the right to represent the State of Tennessee in any legal matter, such rights being governed by **Tennessee Code Annotated**, Section 8-6-106.

- E.14. Tennessee Consolidated Retirement System. The Contractor acknowledges and understands that, subject to statutory exceptions contained in Tennessee Code Annotated, Section 8-36-801, et. seq., the law governing the Tennessee Consolidated Retirement System (TCRS), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established pursuant to Tennessee Code Annotated, Title 8, Chapter 35, Part 3 accepts State employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor

may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the period of this Contract.

- E.15. Prohibited Unfair Advantage. The Contractor providing the services described herein will, in the performance of the contract, acquire information concerning the State's TNII replacement procurement that would give the Contractor an unfair advantage over any other vendor submitting a Proposal for the TNII replacement solution itself. Therefore the Contractor agrees that the Contractor will not submit a proposal, nor consult with or advise any potential vendor, on any State RFP issued to develop and/or procure the TNII replacement solution ("Phase II" in RFP Section 1.1.2).

IN WITNESS WHEREOF:

[CONTRACTOR LEGAL ENTITY NAME]:

[NAME AND TITLE]

Date

DEPARTMENT OF FINANCE AND ADMINISTRATION:

M. D. Goetz, Jr., Commissioner

Date

APPROVED:

DEPARTMENT OF FINANCE AND ADMINISTRATION:

M. D. Goetz, Jr., Commissioner

Date

COMPTROLLER OF THE TREASURY:

John G. Morgan, Comptroller of the Treasury

Date

ATTACHMENT A

The State's Technical Architecture will follow this page (see Contract Section A.13).

ATTACHMENT B

Computer Access Security Agreement and Code of Ethics forms follow this page (see Contract Section A.14).

**STATE OF TENNESSEE
COMPUTER ACCESS
SECURITY AGREEMENT**

I hereby acknowledge receipt of my computer access code(s) and my use of them demonstrates my agreement to the following guidelines.

1. I shall maintain confidential all computer information and resources to which I have access or control.
2. I shall take appropriate measures to safeguard and protect the information and computer resources of the State that are made available to me.
3. I shall use the information and computer resources only for authorized State business and not disclose any information or documentation obtained from, or pertaining to, the State's computer system(s) to any third party, except in the routine lawful conduct of the State's business.
4. I shall be accountable for and accept full responsibility for all transactions performed using my computer access codes.
5. I shall maintain all computer access codes in the strictest of confidence; immediately change them if I suspect that their secrecy has been compromised and report suspected misuse to the respective Security Administrator.

I have read and agree to comply with the guidelines set forth above.

I understand that willful violation of, or disregard for, any of these guidelines may result in disciplinary action up to and including termination of my employment, termination of my business relationship with the State of Tennessee and possible prosecution under the provisions of the computer Crimes Act as cited at TCA 39 - 14- 601 et seq.

Type or Print Name

Social Security Number

Signature

Date

OFFICE FOR INFORMATION RESOURCES

CODE OF ETHICS

The Office for Information Resources (OIR) shall provide the policy and guidelines for the protection of the privacy of proprietary, personal, privileged, or otherwise sensitive data that is processed in any manner by this division for any State department, agency, division or bureau. Due to the service oriented status of OIR and the objective of maintaining a high degree of professionalism among all employees in all activities, the following code of ethics is established and will be formally acknowledged and adhered to by all employees.

As a Contractor employee assigned to a State of Tennessee agency, I affirm my adherence to the following ethical guidelines.

1. I will regard State data on individuals and/or facilities and systems as confidential in nature, held in trust, and will protect and cause to be protected such data and systems against unauthorized disclosure and/or use.
2. I will hold confidential from persons not accorded access to privileged data, any such data I receive by virtue of my position.
3. I will not permit private or personal dealings to corrupt or adversely influence the quality, quantity or integrity of advice or services provided as a function of State information systems.
4. I will include in my professional goals, the successful and efficient operation of systems, automated or otherwise, as well as the safeguarding of resources, tangible or intangible.
5. I acknowledge any invention (any product developed as a result of assignment or job related duties) created while in the employment of the State becomes property of the State.

I understand the willful misuse or destruction of data which has been made available to me in the performance of my duties is a violation of Personnel Rules on personal conduct. The violation will result in dismissal of the employee after exercising minimal due process as defined in Personnel Policy Chapter 1120-10-1.3.

I acknowledge receipt of a copy of the Computer Crime Act and the OIR Policy concerning the Code of Ethics/Computer Crimes Act, and understand any conduct in conflict with either is cause for dismissal after minimum due process as required by Personnel Rules.

I acknowledge this Code of Ethics and by my signing affirm my intent to comply to the above stated guidelines.

Contractor Employee

Date

Employee's Project coordinator

Date

ATTACHMENT 6.2**PROPOSAL TRANSMITTAL AND STATEMENT OF CERTIFICATIONS AND ASSURANCES**

The Proposer must complete and sign this Technical Proposal Transmittal. It must be signed, in the space below, by an individual empowered to bind the proposing entity to the provisions of this RFP and any contract awarded pursuant to it. If said individual is not the Proposer's chief executive, president, vice-president, or partner, this document shall attach evidence showing the individual's authority to bind the proposing entity.

PROPOSER LEGAL ENTITY NAME:			
PROPOSER FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)			
<p>The Proposer does hereby affirm and expressly declare confirmation, certification, and assurance of the following:</p> <ol style="list-style-type: none"> 1) This proposal constitutes a commitment to provide all services as defined in the RFP Attachment 6.1, <i>Pro Forma</i> Contract Scope of Services for the total contract period and confirmation that the Proposer shall comply with all of the provisions in this RFP and shall accept all terms and conditions set out in the RFP Attachment 6.1, <i>Pro Forma</i> Contract. 2) The information detailed in the proposal submitted herewith in response to the subject RFP is accurate. 3) The proposal submitted herewith in response to the subject RFP shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract pursuant to the RFP. 4) The Proposers shall comply with: <ol style="list-style-type: none"> a) the laws of the State of Tennessee; b) Title VI of the federal Civil Rights Act of 1964; c) Title IX of the federal Education Amendments Act of 1972; d) the Equal Employment Opportunity Act and the regulations issued there under by the federal government; e) the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government; f) the condition that the submitted proposal was independently arrived at, without collusion, under penalty of perjury; and, g) the condition that no amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the Procurement under this RFP. 5) The Proposer shall comply with all of the provisions in the subject RFP and shall accept all terms and conditions set out in the RFP Attachment 6.1, <i>Pro Forma</i> Contract. 			
PRINTED NAME:		DATE:	
SIGNATURE & TITLE:			
	Signature		Title

ATTACHMENT 6.3

TECHNICAL PROPOSAL & EVALUATION GUIDE — SECTION A			
PROPOSER NAME:			
RFP COORDINATOR NAME:		DATE:	
RFP COORDINATOR SIGNATURE:			
SECTION A — MANDATORY REQUIREMENTS			
<p>The Proposer must address ALL Mandatory Requirements section items and provide, in sequence, the information and documentation as required (referenced with the associated item references). The RFP Coordinator will review all general mandatory requirements, including but not limited to the following:</p> <ul style="list-style-type: none"> ▪ Proposal received on or before the Proposal Deadline. ▪ Technical Proposal copies and Cost Proposal packaged separately. ▪ Technical Proposal contains NO cost data. ▪ Proposer did NOT submit alternate proposals. ▪ Proposer did NOT submit multiple proposals in a different form. ▪ Technical Proposal does NOT contain any restrictions of the rights of the State or other qualification of the proposal. <p>The RFP Coordinator will also review the proposal to determine if the Mandatory Requirement Items (below) are met and mark each with pass or fail. For each requirement that is not met, the Proposal Evaluation Team must review the proposal and attach a written determination.</p> <p>NOTICE: In addition to these requirements, the State will also evaluate compliance with ALL RFP requirements.</p>			

Proposal Page # (to be completed by Proposer)	Mandatory Requirement Items	State Use ONLY
		Pass/Fail
	<p>A.1 Provide the Proposal Transmittal and Statement of Certifications and Assurances (detailed in RFP Attachment 6.2) completed and signed, in the space provided, by an individual empowered to bind the Proposer to the provisions of this RFP and any resulting contract.</p> <p><i>Each Proposer <u>must</u> sign the Proposal Transmittal and Statement of Certifications and Assurances without exception or qualification.</i></p>	
	<p>A.2 Provide the following as documentation of financial responsibility and stability.</p> <ul style="list-style-type: none"> ▪ a current written, <u>signed and dated</u>, bank reference, in the form of a standard business letter, indicating that the proposer's business relationship with the financial institution is in positive standing ▪ two current written, <u>signed and dated</u>, positive credit references, in the form of standard business letters, from vendors with which the proposer has done business or, 	

Proposal Page # (to be completed by Proposer)	Mandatory Requirement Items	State Use ONLY
		Pass/Fail
	<p>documentation of a positive credit rating determined by a accredited credit bureau within the last 6 months</p> <ul style="list-style-type: none"> a letter of commitment stating that if the Contractor receives an award pursuant to this procurement, the contractor will provide a copy of a valid certificate of insurance indicating liability insurance in the amount of at least One Million Dollars (\$1,000,000) 	
	<p>A.3 Provide a statement of whether the Proposer or any individual who shall perform work under the contract has a possible conflict of interest (e.g., employment by the State of Tennessee) and, if so, the nature of that conflict.</p> <p><i>Any questions of conflict of interest shall be solely within the discretion of the State, and the State reserves the right to cancel any award.</i></p>	

TECHNICAL PROPOSAL & EVALUATION GUIDE — SECTION B

PROPOSER NAME:			
EVALUATOR NAME:		DATE:	
EVALUATOR SIGNATURE:			
SECTION B — QUALIFICATIONS & EXPERIENCE			
<p>The Proposer must address ALL Qualifications and Experience section items and provide, in sequence, the information and documentation as required (referenced with the associated item references).</p> <p>A Proposal Evaluation Team, made up of three or more State employees, will independently evaluate and score the proposal's "qualifications and experience" responses.</p>			

Proposal Page # (to be completed by Proposer)	Qualifications & Experience Items
	B.1 Describe the Proposer's form of business (<i>i.e.</i> , individual, sole proprietor, corporation, non-profit corporation, partnership, limited liability company) and detail the name, mailing address, and telephone number of the person the State should contact regarding the proposal.
	B.2 Provide a statement of whether there have been any mergers, acquisitions, or sales of the Proposer company within the last ten years, and if so, an explanation providing relevant details.
	B.3 Provide a statement of whether the Proposer or any of the Proposer's employees, agents, independent contractors, or subcontractors have been convicted of, pled guilty to, or pled <i>nolo contendere</i> to any felony, and if so, an explanation providing relevant details.
	B.4 Provide a statement of whether there is any pending litigation against the Proposer; and if such litigation exists, an attached opinion of counsel as to whether the pending litigation will impair the Proposer's performance in a contract under this RFP.
	B.5 Provide a statement of whether, in the last ten years, the Proposer has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors, and if so, an explanation providing relevant details.
	B.6 Provide a statement of whether there are any pending Securities Exchange Commission investigations involving the Proposer, and if such are pending or in progress, an explanation providing relevant details and an attached opinion of counsel as to whether the pending investigation(s) will impair the Proposer's performance in a contract under this RFP.
	B.7 Provide a brief, descriptive statement indicating the Proposer's credentials to deliver the services sought under this RFP.
	B.8 Briefly describe how long the Proposer has been performing the services required by this RFP and include the number of years in business.

Proposal Page # (to be completed by Proposer)	Qualifications & Experience Items
	B.9 Describe any specific experience leading large project teams developing consensus, and turning requirements into an RFP.
	B.10 Describe the Proposer organization's number of employees, client base, and location of offices.
	B.11 The State's primary personnel need is for a single individual in the Project Director/Manager Job Classification (see Contract Section A.3). Provide the resume of the Project Director/Manager who shall be assigned by the Proposer to perform duties or services under the contract. The resume shall detail individual's title, Wide Area Network experience, education, current position with the Proposer, and employment history.
	B.12 Provide a statement of whether the Proposer intends to use subcontractors, and if so, the names and mailing addresses of the committed subcontractors and a description of the scope and portions of the work the subcontractors will perform.
	<p>B.13 Provide documentation of Proposer commitment to diversity as represented by its business strategy, business relationships, and workforce — this documentation should detail:</p> <ul style="list-style-type: none"> ▪ a description of the Proposer's existing programs and procedures designed to encourage and foster commerce with business enterprises owned by minorities, women, persons with a disability and small business enterprises ▪ a listing of the Proposer's current contracts with business enterprises owned by minorities, women, persons with a disability and small business enterprises, including the following information <ul style="list-style-type: none"> ○ contract description and total value ○ contractor name and ownership characteristics (<i>i.e.</i>, ethnicity, sex, disability) ○ contractor contact and telephone number ▪ an estimate of the level of participation by business enterprises owned by minorities, women, persons with a disability and small business enterprises in a contract awarded to the Proposer pursuant to this RFP, including the following information: <ul style="list-style-type: none"> ○ participation estimate (expressed as a percent of the total contract value that will be dedicated to business with subcontractors and supply contractors having such ownership characteristics) ○ descriptions of anticipated contracts ○ names and ownership characteristics (<i>i.e.</i>, ethnicity, sex, disability) of anticipated subcontractors and supply contractors anticipated ▪ the percent of the Proposer's total current employees by ethnicity, sex, and disability <p><i>Proposers that demonstrate a commitment to diversity will advance State efforts to expand opportunity to do business with the State as contractors and sub-contractors. Proposal evaluations will recognize the positive qualifications and experience of a Proposer that does business with enterprises owned by minorities, women, persons with a disability and small business enterprises and that offers a diverse workforce to meet service</i></p>

Proposal Page # (to be completed by Proposer)	Qualifications & Experience Items
	<i>needs.</i>
	<p>B.14 Provide customer references for similar projects representing three or more accounts currently serviced (if there are fewer than three current accounts, provide references for all the current accounts) by the vendor and three or more completed projects.</p> <p>The references shall be provided to the State in the form of questionnaires that have been fully completed by the individual providing the reference. The State has included the reference check questionnaire to be used, as RFP Attachment 6.6. THE PROPOSER MUST USE THIS FORM, OR AN EXACT DUPLICATE THEREOF.</p> <p>The Proposer will be <u>solely</u> responsible for obtaining the fully completed reference check questionnaires, and for including them within the Proposer's sealed Technical Proposal. In order to obtain and submit the completed reference check questionnaire, the Proposer shall follow the process detailed below exactly:</p> <ol style="list-style-type: none"> 1. Proposer makes an exact duplicate (paper or Word electronic document) of the State's form, as it appears in RFP Attachment 6.6; 2. Proposer sends the copy of the form to the reference it has chosen, along with a new, standard #10 envelope that is capable of being sealed; 3. Proposer directs the person providing the reference check feedback to complete the form in its entirety, sign and date it, and seal it within the provided envelope. The person may prepare a manual document or complete the exact duplicate Word document and print the completed copy for submission. After sealing the envelope, the person providing the reference <u>must sign his or her name in ink across the sealed portion of the envelope</u> and return it directly to the Proposer. The Proposer will give the reference check provider a deadline, such that the Proposer will be able to collect all references in time to include them within its sealed Technical Proposal. 4. When the Proposer receives the sealed envelopes from the reference check providers, the Proposer <u>will not</u> open them. Instead, the Proposer will enclose all of unopened reference check envelopes, in an easily identifiable larger envelope, and will include this envelope as a part of the written Technical Proposal. Therefore, when the State opens the Technical Proposal box, the State will find a clearly labeled envelope enclosed, which contains all of the sealed reference check envelopes. 5. The State will base its reference check evaluation on the contents of these envelopes. <u>THE STATE WILL NOT ACCEPT LATE REFERENCES OR REFERENCES SUBMITTED THROUGH ANY OTHER CHANNEL OF SUBMISSION OR MEDIUM, WHETHER WRITTEN, ELECTRONIC, VERBAL, OR OTHERWISE.</u> <p>Each completed questionnaire must include:</p> <ul style="list-style-type: none"> ▪ Proposer's name; ▪ organization name; ▪ name of the organization contact knowledgeable about the project work;

Proposal Page # (to be completed by Proposer)	Qualifications & Experience Items	
	<ul style="list-style-type: none"> ▪ title of the organization contact; ▪ date reference form was completed; and ▪ responses to numbered items in RFP Attachment 6.7. <p><i>Each evaluator will generally consider the results of reference inquiries by the State regarding <u>all</u> references provided.</i></p>	
(Maximum Section B Score = 40)		
SCORE (for <u>all</u> Section B items above, B.1 through B.14):		

TECHNICAL PROPOSAL & EVALUATION GUIDE — SECTION C

PROPOSER NAME:

SECTION C — TECHNICAL APPROACH

The Proposer must address ALL Technical Approach section items and provide, in sequence, the information and documentation as required (referenced with the associated item references). A Proposal Evaluation Team, made up of three or more State employees, will independently evaluate and score the proposal's response to each item. Each evaluator will use the following whole number, raw point scale for scoring each item:

0 = little value 1 = poor 2 = fair 3 = satisfactory 4 = good 5 = excellent

The RFP Coordinator will multiply each item score by the assigned weight with the product being the item's raw weighted score for purposes of calculating the section score as detailed at the end of this table.

Proposal Page # (to be completed by Proposer)	Technical Approach Items	State Use ONLY		
		Score	Item Weight	Raw Weighted Score
	C.1 Provide a narrative that illustrates the Proposer's understanding of the State's requirements.		2	
	C.2 What have been the significant problems with outsourced Wide Area Network implementations in other states? Describe how you will help the State of Tennessee avoid similar problems.		3	
	C.3 Provide a narrative that illustrates how the Proposer will complete the scope of services and accomplish required objectives.		1	
	C.4 Provide a narrative that illustrates how the Proposer will manage the Proposer's portion of the project, ensuring completion of the scope of services, and accomplishing required objectives.		1	
	C.5 Provide a narrative addressing experience/best practices in Service Level Agreement (SLA) development.		3	
	C.6 Describe your company's approach and methods for retaining a stable consulting staff. Include processes you have in place for motivating your staff to perform at their maximum capability. Also, address plans you have for ensuring technical competence in a changing technological environment.		2	

Proposal Page # (to be completed by Proposer)	Technical Approach Items	State Use ONLY		
		Score	Item Weight	Raw Weighted Score
	C.7 In your opinion, what are the top five critical success factors (in priority order with #1 being most important) in an outsourcing project in the public sector? Discuss how you would help the State of Tennessee deal with each of these to mitigate the risk of failure.		3	
Total Raw Weighted Score: <i>(sum of Raw Weighted Scores above)</i>				
Total Raw Weighted Score <hr/>		X 30 <i>(maximum section score)</i>	= SCORE:	
75				

ATTACHMENT 6.4

COST PROPOSAL & SCORING GUIDE

NOTICE TO PROPOSER: This Cost Proposal **MUST** be completed **EXACTLY** as required.

PROPOSER NAME:

**SIGNATURE, TITLE, &
DATE:**

NOTE: The signatory must be an individual or a company officer empowered to contractually bind the Proposer. If the Signatory is not the Proposer company chief executive, president, vice-president, or partner, this Cost Proposal SHALL attach evidence showing the Signatory's authority to bind the Proposer.

COST PROPOSAL SCHEDULE

The proposed cost, detailed below, shall indicate the proposed price for providing the entire scope of service including all services as defined in the RFP Attachment 6.1, *Pro Forma Contract Scope of Services* for the total contract period. The proposed cost and the submitted technical proposal associated with this cost shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any resulting contract between the Proposer and the State. All monetary amounts are United States currency.

The Proposer must propose hourly rates to provide the services of each of the three (3) Job Classifications listed below, for each of the three (3) years of the contract, The Proposer must not leave any hourly rate cell blank; if the vendor leaves any required hourly rate cell blank, the State shall disqualify the vendor.

Cost Item Description	Proposed Cost			State Use ONLY		
	Hourly Rate Year 1	Hourly Rate Year 2	Hourly Rate Year 3	Sum	Weight	Weighted Cost
Project Director/Manager					3	
Senior Business Analyst					1	
Systems Analyst					1	

The RFP Coordinator shall use the evaluation cost amount derived from the proposed cost amounts above and the following formula to calculate the COST PROPOSAL SCORE. Calculations shall result in numbers rounded to two decimal places.

Evaluation Cost Amount:
(sum of all weighted cost amounts above)

Lowest Evaluation Cost Amount from all Proposals

Evaluation Cost Amount Being Evaluated

X 30

(maximum section score)

=SCORE

:

ATTACHMENT 6.5

PROPOSAL SCORE SUMMARY MATRIX						
RFP Coordinator			Date			
QUALIFICATIONS & EXPERIENCE Maximum Points: 40	PROPOSER NAME		PROPOSER NAME		PROPOSER NAME	
EVALUATOR NAME						
EVALUATOR NAME						
EVALUATOR NAME						
EVALUATOR NAME						
EVALUATOR NAME						
	AVERAGE SCORE:		AVERAGE SCORE:		AVERAGE SCORE:	
TECHNICAL APPROACH Maximum Points: 30						
EVALUATOR NAME						
EVALUATOR NAME						
EVALUATOR NAME						
EVALUATOR NAME						
EVALUATOR NAME						
	AVERAGE SCORE:		AVERAGE SCORE:		AVERAGE SCORE:	
COST PROPOSAL Maximum Points: 30	SCORE:		SCORE:		SCORE:	
PROPOSAL SCORE Maximum Points: 100	TOTAL SCORE:		TOTAL SCORE:		TOTAL SCORE:	

ATTACHMENT 6.6

**STATE OF TENNESSEE
TNII CONSULTING SERVICES RFP
RFP #317.03-129**

REFERENCE INFORMATION QUESTIONNAIRE

Proposer's Name: _____

Reference (Client Organization) Name:

Person Responding To This
Request for Reference Information:

Printed Name

Signature (**MUST BE THE SAME AS THE SIGNATURE
ACROSS THE ENVELOPE SEAL**)

Person's Title: _____

Date Reference Form Was Completed: _____

NOTE: Reference should complete responses to the seven items that appear on the following pages. If completed using a Word document, use as much space as required. If completed manually, record response in space provided.

1. Describe the services provided by the vendor to your organization.
2. Please rate your overall satisfaction with the vendor on a scale of 1 to 5, with 1 being “least satisfied” and 5 being “most satisfied.”
3. If you answered 3 or less to the previous question, what could the vendor have done to improve their rating?
4. Please indicate your level of satisfaction with the Proposer’s project management structures, processes, and personnel? Use a scale of 1 to 5; with 1 being “least satisfied,” and 5 being “most satisfied.”
5. Rate your level of satisfaction with the vendor’s line-level staff (e.g., business and systems analysts). Use a scale of 1 to 5; with 1 being “least satisfied” and 5 being “most satisfied.”

6. As far as you know, has the vendor remained (or did the vendor remain) in compliance with the contract throughout their provision of services to your organization? If not, please explain.
7. Would you use the services of the vendor again? Indicate on a scale of 1 to 5: with 1 being “absolutely not” and 5 being “absolutely yes”.